

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

E. Program Description/Objectives Continued

2. Provide a brief description for each project activity checked in Section D(4) "Services/Interventions Available." Each description must include the amount of time allotted for each activity, the objective for each activity and who will do what, when, where and how. The narrative should be limited to ten pages or less. **Start below.**

E. Program Description/Objectives

1. Therapeutic Community - The inmates in the program will be housed in a separate dorm from the jail general population to create a treatment setting where the inmates can develop trust and work together. Officers who receive orientation about the program will staff it. The counselors will provide group counseling and recreational activities. Program activities will be held from 9:00 A.M. to 5:00 P.M., Monday through Saturday.

2. 12 Step Program – This uses the concepts of the AA/NA recovery program, and is based on 12 steps that lead a person to sobriety. The inmates are exposed to the 12 step concept and it is constantly reinforced. The counselors in the program instruct the inmates as to how to incorporate the 12 steps into their daily lives during the twenty four weeks of the program as follows:

Week One:	Overview Of Addiction
Week Two:	Video - Cycle Of Addiction - Louise Mark
Week Three:	Explore Individual Belief System
Week Four:	Quick Overview Of The 12 Steps
Week Five:	Step One- Read And Comment
Week Six:	Step One - Individual Interpretation
Week Seven:	Step One - Written Work
Week Eight-Ten:	Step Two –Read, Comment, Interpretation, And Written Work
Week Eleven:	Step Three - Read And Comment
Week Twelve:	Step Three - Individual Interpretation
Week Thirteen:	Chalk Talk - Father Martin
Week Fourteen:	Discuss Honesty
Week Fifteen:	How The Steps Work In Our Daily Lives.
Week Sixteen Through Twenty:	Readings From The Big Book
Week Twenty-One:	Speaker - "How The Steps Affected His Life."
Week Twenty-Two:	Individual Presentations On Step One
Week Twenty-Three:	Individual Presentations On Step Two
Week Twenty-Four:	Individual Presentations On Step Three

3. Individual Counseling - To provide more in-depth counseling for inmates who need it. The sessions will be provided as needed which will be determined at staffing.

4. Group Counseling - To provide the feedback and peer involvement that is proven to be most effective when working with addiction. All the counselors will provide group counseling on a daily basis.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

5. Pharmacotherapy - To provide medication for dual diagnosed inmates if needed for them to be able to function in the program. The Licensed Mental Health Counselors will do an evaluation and refer the inmates to the jail medical department to be seen by the psychiatrist. This will be done on a case by case basis.

6. Other Drug Treatment - To provide detoxification services for inmates suffering from withdrawal. Inmates are screened at intake and referred to the medical staff as needed.

7. Drug Testing - To insure that the inmates in the program are drug free. This is done when inmates enter the program, when they leave and return, and at random. Samples are taken under dual control by the counselors or a certified detention officer and are tested by the facility's trustee officer.

8. Mental Health Counseling - To help inmates in the program with life problems. This is provided by the Mental Health Counselors on staff as requested by the inmates or as deemed necessary by the counselors.

9. Educational Programs - To provide the inmates with necessary skills to enhance their lives and earning potential when they are released. Programs include basic literacy, GED, college courses, and life skills. Courses may be referrals or taught by the counselors. They are ongoing through the program. Different criteria are used to establish which inmates are appropriate and eligible.

10. Impulse/Anger Control - To provide the inmates with tools and techniques to control their anger and impulsiveness. This is conducted as a series of classes using Rational Emotive and Cognitive Behavioral Therapy to illustrate new ways of behaving. This class is ongoing and conducted by the Mental Health Counselors who are trained in Anger Management.

11. Work Activities - To help inmates develop a work ethic while saving some money to help them get established upon release. After ninety days in the program and if they are eligible, inmates may work when they are not attending the program. They are referred by the staff and screened by the jail's work release specialist.

12. Job Skills Development - to help inmates develop personally and professionally while learning life management skills. This is conducted by the counselors and includes computer skills, reading, workbook exercises, and discussion groups. The format is:

Lesson One:	Understanding The Concept
Lesson Two:	Motivation
Lesson Three:	Habits, Attitudes, And Conditioning
Lesson Four:	Abundance Of World And Self
Lesson Five:	Self Conditioning
Lesson Six:	A Successful Way Of Life
Lesson Seven:	The Problem Solving Process
Lesson Eight:	Emotions And Emotional Blocks

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

Lesson Nine:	Assurances
Lesson Ten:	Family Success
Lesson Eleven:	Family Relationships
Lesson Twelve:	Interfamily Understanding And Communication
Lesson Thirteen:	Financial Stability
Lesson Fourteen:	Effective Communication
Lesson Fifteen:	Getting And Keeping A Job
Lessons Sixteen To Twenty:	Resume Writing
Lessons Twenty One To Twenty-Four:	Role Playing For Job Interviews

Computer Skills training will be ongoing during the entire twenty-four weeks.

13. Job Placement - To help inmates have a job when they are released. Those inmates already on Work Release will have employment. Others can be referred to Job Services and Vocational Rehabilitation by the counselors in the program at the time of release.

14. Aftercare Services - These services will be given priority and will be provided by the Care Center for Mental Health, and consist of group and individual counseling. Aftercare will last three to six months.

15. Structured Leisure Time - To promote healthy activities and open-mindedness, explore individual talents and creativity, encourage conversation and social interaction. Counselors will alternate activities, providing access to clay, painting, origami, drawing, collage, finger painting, and computer art. Music will be presented ranging from country to classical to rock to musicals. There will be movies for pleasure and movies about life. Educational board games will be encouraged. These activities will be weekly and ongoing for the entire twenty four to twenty six weeks.

16. Leadership Training - to promote growth of a positive, productive identity, to enhance self image and to promote higher levels of moral reasoning. This will be conducted by counselors trained to conduct MRT (Moral Reconation Therapy). The groups will meet weekly for the duration of the program. Inmates will spend the first two weeks reading the introduction to the MRT Workbook, and then will present a step every two weeks. Once a month a film will be shown to reinforce the concepts.

17. Mentoring - to help inmates understand that they can change and lead healthy productive lives. Once a month former successful clients will come to tell their story. There will be weekly AA/NA meetings to help the inmates connect to outside members of the program. The Program Coordinator will facilitate.

18. Parenting Training - To help inmates develop better parenting skills and to help them understand what parenting they may not have received. A Life Skills Counselor will conduct these ten-week classes, which have been approved by the Department of Children and Families.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

19. Cognitive Restructuring - To help the inmates understand the disease of addiction and help them see what change they need to make to break their destructive patterns. Rational Emotive Therapy will be used by all the counselors. The following schedule will apply:

Weeks 1,2,3: Understanding Personal Belief System

Weeks 5,6: Identifying Impairing Thoughts

Weeks 7-16: Changing Our Belief System about emotions ranging from Anger to Grief.

Weeks 17-20: Negative Beliefs That Trigger Relapse

Weeks 20-24: Building Self Esteem

20. Financial Management - To help inmates manage their income and live within their means. This will be part of a Life Skills program that incorporates budgeting, balancing a checkbook, how to open a checking account, how to establish or reestablish credit, as well as other money issues. This will be a special class conducted by the counselors using videos and workbooks.

21. Criminal Thinking and Addictive Thinking (Other) – To help inmates understand how they think about the world in general and why they do things that bring them to jail. This will be conducted using a series of workbooks, videos, and group discussions. This is conducted in a classroom setting by counselors.

22. Relationship Issues - To help inmates develop healthier relationships. Communication styles and skills will be emphasized by a Life Skills Counselor who will conduct these group sessions. Some inmates may receive individual help.

23. Court Liaison - To help inmates receive appropriate treatment that directly addresses their needs. This is accomplished by assessing the inmates individually and matching the program to their needs. It also involves advising the court if additional or different treatment is better suited, and advocating for treatment rather than prison. This is ongoing and handled by the Program Coordinator.

24. Touchstones will be held weekly in groups of 12 inmates. The groups will have inmate facilitators after the initial groups. The counselors will serve as observers after the initial groups.

The inmates will follow the Touchstones format and introduce a topic from the selections available. The actual participants will change as new inmates come into the program. The group starts with a reading of the selected text and a second silent reading. The group will break into 3 or 4 subgroups and are charged with coming up with an opening question. After the group reassembles, they will choose the question from the several proposed and the discussion begins. This will continue for the rest of the hour and is then concluded by the facilitator at a good point to break. The text is followed closely as the aim is to understand the argument of the author so to substantiate individual arguments pro and con. This format will help the group members develop their listening skills and learn to respect other opinions.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

E. Program Description/Objectives Continued

3. Activity Implementation Schedule. Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. Start below and use continuation pages as necessary.

Subgrant Period

_____ through _____
Beginning Date End Date

ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Submit Financial Reimbursement Requests		X			X			X			X	
Submit Quarterly Program Reports		X			X			X			X	
Submit Quarterly PGI Reports (If applicable)												
Submit Financial Closeout Package					X							
Finalize treatment provider contract			X									
Begin accepting participants			X									
Submit Certificate of Acceptance			X									
Life Skills	X	X	X	X	X	X	X	X	X	X	X	X
Rational Emotive Therapy	X	X	X	X	X	X	X	X	X	X	X	X
Addiction Education	X	X	X	X	X	X	X	X	X	X	X	X
Twelve-step Work	X	X	X	X	X	X	X	X	X	X	X	X
Literacy Skills Training	X	X	X	X	X	X	X	X	X	X	X	X
Anger Management	X	X	X	X	X	X	X	X	X	X	X	X
Domestic Violence/Relationships/Parenting	X	X	X	X	X	X	X	X	X	X	X	X
Touchstones	X	X	X	X	X	X	X	X	X	X	X	X
Drug Court/Advocacy	X	X	X	X	X	X	X	X	X	X	X	X
Individual Counseling	X	X	X	X	X	X	X	X	X	X	X	X

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

F. Project Budget

1. Schedule Summary

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25 percent of the Total Project Costs.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Project Costs.

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits			
Contractual Services	137,751.00	45,918.00	183,669.00
Expenses			
Operating Capital Outlay			
Indirect Costs			
Totals	137,751.00	45,918.00	183,669.00

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

F. Project Budget Continued

2. Budget Narrative

- a. Identify type of Budget, i.e., Actual, Unit Costs (supported by detailed cost basis), or Contractual (supported by back-up documentation that provides either the actual or unit costs basis for the contract).
- b. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs). The Total Project Costs must be included.
- c. Under each applicable budget category (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs) include a line item Budget. Describe in full each line item within the budget category. The description should show sufficient detail to demonstrate a cost relationship to the project activities.
- d. Specify the sources of matching funds. [Source of match must be cash and represent no less than twenty-five (25) percent of the project's cost.]
- e. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

ACTUAL COSTS BUDGET

Salary:

Program Counselor/Coordinator	35,000.00
Program Counselor/Coordinator	35,000.00
Substance Abuse Counselor	31,500.00
Substance Abuse Counselor	31,500.00
Substance Abuse Counselor (20 hours a week)	13,000.00
Total Salaries	146,000.00

Benefits:

FICA @ 7.65 (rounded)	11,169.00
Health Insurance	18,000.00

Educational Tools (Workbooks, Videos, and other educational materials)	3,000.00
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Office Supplies (Charting materials, paper, and misc. supplies)	2,500.00
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Travel (Travel and fees associated with the required training to maintain licensure of Program staff)	3,000.00
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Total Program Costs	183,669.00
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Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

Cash Match from Monroe County Fine and Forfeiture Fund 25%	45,918.00
Grant Funds Requested	137,751.00

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

G. Acceptance and Agreement

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section and will become binding upon approval of this subgrant. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

All persons involved in or having administrative responsibility for the subgrant must read these "Acceptance and Agreement" conditions. **This "Acceptance and Agreement" (Section G) must be returned as part of the completed application.**

Definitions:

"Department", unless otherwise stated, refers to the Florida Department of Law Enforcement.

"Recipient" refers to the governing body of a county that performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an **"Implementing Agency"** which is a subordinate agency of a county or an agency under the direction of an elected official (for example, Sheriff).

1. Reports

A. Project Performance Reports:

Regardless of whether project activities occur or not, the recipient must submit Quarterly Project Performance Reports to the Office of Criminal Justice Grants (OCJG) by February 1, May 1, August 1, and November 1 covering subgrant activities occurring during the previous calendar quarter. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

B. Financial Reports:

- (1) The recipient shall have the choice of submitting either Monthly or Quarterly Reimbursement Requests to the OCJG. Monthly Reimbursement Request (months 1 through 11) are due thirty-one (31) days after the end of the reporting period. Quarterly Reimbursement Requests (1st through 3rd quarter) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Reimbursement Requests shall be submitted as previously discussed. A final Reimbursement Request and a Criminal Justice Contract (Financial) Closeout Package shall be

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

- submitted to the OCJG within forty-five (45) days of the subgrant termination period. Such Reimbursement Request shall be distinctly identified as "**final**".
- (2) Regardless of whether costs are incurred or not, all claims for reimbursement of recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the OCJG. A recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when **no** reimbursement is being requested.
 - (3) Before the "**final**" Reimbursement Request will be processed, the recipient must submit to the OCJG all outstanding project performance reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - (4) The recipient shall submit Quarterly Project Generated Income Reports to the OCJG by February 1, May 1, August 1, and November 1, covering subgrant project generated income and expenditures occurring during the previous quarter. (See Paragraph 17. Program Income.)

C. Other Reports:

The recipient shall submit other reports as may be reasonably required by the OCJG.

2. Fiscal Control and Fund Accounting Procedures

- A. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the OCJG.
- B. All expenditures and cost accounting of funds shall conform to the requirements of the Office of Justice Programs' *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and those specified in the federal Office of Management and Budget (OMB) *Circulars A-21, A-87, A-110 or A-102*, as applicable, in their entirety.
- C. All funds not spent according to this agreement shall be subject to repayment by the recipient.

3. Compliance with "Consultant's Competitive Negotiation Act"

The recipient, when applicable, agrees to satisfy all requirements provided in Section 287.055, F.S., known as the "Consultant's Competitive Negotiation Act".

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

4. Approval of Consultant Contracts

The OCJG shall review and approve in writing all consultant contracts prior to employment of a consultant. Approval shall be based upon the contract's compliance with requirements found in the Office of Justice Programs' *Financial Guide* and in applicable state statutes. The OCJG's approval of the recipient agreement does not constitute approval of consultant contracts.

5. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "*General Principles of Allowability and Standards for Selected Cost Items*" set forth in the Office of Justice Program's *Financial Guide* and federal OMB's *Circular No. A-87, "Cost Principles for State and Local Governments"*, or OMB's *Circular No. A-21, "Cost Principles for Educational Institutions"*.

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. OMB's *Common Rule for State and Local Governments*, or OMB *Circular No. A-110 or A-102 as applicable* and Florida Law to be eligible for reimbursement.

6. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority for him/her, the chief officer or elected official must submit to the OCJG a letter or resolution indicating the staff person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

7. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

8. Travel and Training

- A. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the OCJG prior to commencement of actual travel. Recipients shall obtain written approval from the OCJG for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.
- B. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, F.S.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

- C. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, F.S.

9. Written Approval of Changes in this Approved Agreement

Recipients must request in writing any significant changes to the agreement and receive approval from OCJG. These include, but are not limited to:

Changes in project activities, designs or research plans set forth in the approved agreement;

- A. Budget deviations that do *not* meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does *not* exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget line item; or,
- B. Transfers of funds above the ten (10) percent cap shall be made only if the Department approves a revised budget.
- C. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

10.Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to the availability of federal funds authorized under the Residential Substance Abuse Treatment for State Prisoners Formula Grant Program.

11.Procedures for Reimbursement Request

All requests for reimbursement of recipient costs shall be submitted on the form prescribed and provided by the Department. A recipient shall submit reimbursement requests on a monthly or quarterly basis, as specified in Section G, Item 1b of this agreement, in order to report project costs incurred during the specified reporting period.

All requests for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

12.Advance Funding

Advance funding is authorized up to twenty-five (25) percent of the federal award for each

Residential Substance Abuse Treatment Program

Florida Department of Law Enforcement

project according to Section 216.181(15)(b), F.S. and the Office of Justice Programs' *Financial Guide*. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds. **This request, including the justification, shall be enclosed with the subgrant application.**

13. Commencement of Project

If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to the OCJG requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to the OCJG, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the ninety (90) day letter, the OCJG shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other projects approved by the Department. If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the ninety (90) day period, but only by execution of a formal written amendment to this agreement.

14. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

15. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:

- A. Supplies or services to be furnished by the consultant were obtainable from other sources,
- B. The Department ordered the recipient in writing to procure such supplies or services from other sources, and
- C. The recipient failed to reasonably comply with such order.

Upon request of the recipient, the OCJG shall ascertain the facts and the extent of such failure, and if the OCJG determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

16. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. **Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement.** A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

17. Program Income (also known as Project Generated Income)

The term "program income" or "project generated income" *means* the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the Office of Justice Programs' *Financial Guide* and the U.S. Department of Justice's *Common Rule for State and Local Governments*.

The recipient shall submit Project Generated Income Reports in accordance with Section G, Paragraph 1.b.

18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision *thirty (30) days* in advance of the effective date of such sanction. The recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

19.Retention of Records

The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the project completion as provided by the Florida Department of State, General Schedule for Local Government GS1-L, and be available for audit and public disclosure upon request of duly authorized persons.

20.Access To Records

The Florida Department of Law Enforcement, Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, Implementing Agency and contractors for the purpose of audit and examination according to the Office of Justice Program's *Financial Guide*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, Implementing Agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

21.Audit

- A. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB's *Circular A-133* and other applicable federal law. The contract for this agreement shall be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General*.
- B. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- C. The subgrant recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

federal laws and regulations.

- D. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- E. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OMB Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to OCJG no later than March 1 following the end of the fiscal year.
- F. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- G. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

23. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Program's *Financial Guide* and the federal *OMB Circular A-110 or A-102*, as applicable.

24. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide* and the federal *OMB Circular A-110 or A-102*, as applicable. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

25. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it also shall be made in writing within twenty-one (21) calendar days to the Department's agency clerk. The recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Chapters 28-5 and 9-5, F.A.C. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

26. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Bureau, of the U.S. Department of Justice's Bureau of Justice Assistance or both have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

27. Publication or Printing of Reports

The recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by Grant No. 2001-RT-BX-0044 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Justice."

28. Equal Employment Opportunity (EEO)

All recipients are required to comply with statutes that govern programs or activities funded by the *Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d*, which prohibit such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]* be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

**Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.*

The recipient acknowledges, by completing and signing the attached EEO Certification Letter (Appendices I), that failure to submit an acceptable Equal Employment Opportunity

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

Plan approved by the Office for Civil Rights (if recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. **Submission of this certification letter is a prerequisite to entering into this agreement.** This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have *120 days* after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information.)*

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds, the recipient must agree to forward a copy of the findings to the OJP Office for Civil Rights.

The subgrantee will comply and assure the compliance of all contractors, with the non-discrimination requirements of the Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulation, 28 CFR Part 42, Subparts C,D,E and G; and Department of Justice regulation on disability discrimination, 28 CFR Parts 35 and 39.

29. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

30. For State Agencies: Federal Restrictions on Lobbying

If a state agency, the recipient agrees to comply with Section 319 of Public Law 101-121 set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, Federal Register. Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

- A.** No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- C.** The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all recipients shall certify and disclose accordingly.

31. State Restrictions on Lobbying

In addition to the provisions contained in Paragraph 29 of Section G, Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

32. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have forty-five (45) days in which to be liquidated (expended). Any funds not liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will not be closed out until the recipient has satisfied all closeout requirements in one final subgrant closeout package.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

Florida Department of Law
Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

33. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

34. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with program funds should be American-made.

35. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

36. National Environmental Policy Act (NEPA)

- A.** The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

- B.** For any of a subgrantee's existing programs or activities that will be funded by these subgrant, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

37. Assurance of Political Activities Limitations

The subgrantee assures that it will comply with provisions of Federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by Federal grants (5USC 1501, et seq.)

38. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the FDLE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

39. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

40. National Historic Preservation Act

The subgrantee will assist the FDLE in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the FDLE of the existence of any such properties and by (b) complying with all requirements

established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

41. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibit the expenditure of most new Federal funds within the units of the Coastal

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

Barrier Resources System.

42. "Pay to Stay"

The subrecipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The subrecipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

H. Signature Page

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including
Strikeovers, whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Type Name and Title: Clayton H. Wilder, Community Program Administrator

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Type Name of Subgrantee: Monroe County Board of County Commissioners

Signature: _____

Type Name and Title: Murray Nelson, Mayor

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Type Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: _____

Type Name and Title: Murray Nelson, Mayor

Date: _____

APPENDIX I

CERTIFICATION OF COMPLIANCE
WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
PROGRAM REQUIREMENTS

EEO Program Certification Letters

Each unit of government (subgrant recipient) and each criminal justice agency that is the implementing agency of the subgrant, whether or not it is required to have a written Equal Employment Opportunity (EEO) Program according to provisions of the Federal Omnibus Crime Control and Safe Streets Act of 1968 as amended, must enclose signed EEO Certification Letters with subgrant applications.

A copy of the 28 Code of Federal Regulations (CFR) Part 42, Subparts C, D, E, F, G and H can be accessed at the following internet site:

<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>

If you have additional questions, please contact the program staff of the Office of Criminal Justice Grants at 850/410-8700 or SUNCOM 270-8700.

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

EEO Certification Letter - Subgrant Recipient

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements – Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the Act criteria set forth in the Subgrant Application Package and Instructions. I understand that if the subgrant recipient meets these criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

XX Does meet Act Criteria and does have a current EEO Program Plan.

___ Does meet Act Criteria and does not have a current EEO Program Plan.

___ Does not meet Act Criteria.

I further affirm that if the recipient meets the Act criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title:

By: _____
Murray Nelson, Mayor

Date:

Name of Subgrantee Organization: Monroe County Board of County Commissioners

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement

EEO Certification Letter - Implementing Agency

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO)
Program Requirements – Implementing Agency

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, I have read the ACT criteria set forth in the Subgrant Application Package and Instructions. I understand that if the Implementing Agency meets these criterion, it must participate in the subgrant recipient's EEO Program or formulate, implement and maintain its own written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency (Initial one of the following):

☒ XX Does meet Act Criteria and does have a current EEO Program Plan.

☐ Does meet Act Criteria and does not have a current EEO Program Plan.

☐ Does not meet Act Criteria.

I further affirm that if the implementing agency meets the Act criteria and does not participate in the subgrant recipient's EEO Program or does not have its own written EEO Program, federal law requires it to participate in such a program or formulate, implement, and maintain its own program within 120 days after a subgrant application is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title:

By: _____
Murray Nelson, Mayor

Date:

Name of Implementing Agency: Monroe County Board of County Commissioners

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

APPENDIX II

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT
AND SOFTWARE AND CRIMINAL JUSTICE INFORMATION
AND COMMUNICATION SYSTEMS REQUEST FOR APPROVAL FORM**

Name of Subgrantee Organization:	
Authorized Official for Subgrant Recipient	
Type Name:	
Type Title:	
Signature:	Date:
Telephone Number: ()	
NOTE: For ADP purchases totaling \$100,000 or more, an ADP Equipment Form must be completed and submitted to the Department of Law Enforcement for approval. Provide a brief response addressing each of the following issues. Address each issue in a separate paragraph using the corresponding numerical indicator. Indicate N/A for issues which you consider to be not applicable, i.e., Issues 4 & 5 may not apply. Start on the next page and use continuation pages as necessary. Sign this Signature Page and attach to the completed response.	
<ol style="list-style-type: none">1. A description of the ADP <u>hardware and/or software</u> you plan to purchase, including:<ol style="list-style-type: none">A. Number of units and projected cost of each;B. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer including brand, model, dot matrix, laser, type of print (black or color), additional memory, and font cartridges.C. A brief description of how the proposed equipment and/or software will be used to further grant objectives.2. Certify that ADP hardware and/or software procurement complies with existing federal, state, and local laws and regulations. Attach a copy of your current procurement procedures.3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.5. If your purchase of ADP hardware, software or combination thereof will be from a sole source, complete a <u>Sole Source Justification Form</u> and attach it.	

**Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement**

APPENDIX III

SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT

Name of Subgrantee Organization: Monroe County Board of County Commissioners	
Authorized Official for Subgrant Recipient	
Type Name: Murray Nelson	
Type Title: Mayor	
Signature:	Date:
Telephone Number: (305) 852-7175	
Note: Justification for sole source procurement of \$100,000 or more must be submitted to the Florida Department of Law Enforcement for approval. Provide a brief response addressing each of the following issues. Address each issue in a separate paragraph using the corresponding numerical indicator. Start on the next page and continue using a maximum of one additional page if required. Sign this Signature Page and attach to the completed response.	
<ol style="list-style-type: none">1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel.3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Estimate the time and cost to hire a competent replacement should the current contractor default.4. Describe what is unique about the project and the proposed sole source contractor that would warrant a contract.5. Explain any other points you believe should be covered to support your request for a sole source contract.6. Make a declaration that the action you are taking is in the "best interest" of the Subgrant recipient and the implementing agency.	

Residential Substance Abuse Treatment Program
Florida Department of Law Enforcement
Sole Source Justification for Services and Equipment Narrative

1. Presently, the Jail Incarceration Program (JIP) operates an in-house substance abuse treatment program. This program began in 1997 with a Byrne Grant that ended in October 2001. That program served approximately eight-hundred inmates and ended with a thirty percent recidivism rate as compared to a seventy per cent recidivism rate for inmates in general.

Under the RSAT grant the program was expanded and enhanced. The inmates (male) are housed in a separate dorm. Those who volunteer for the program have liaison and advocacy if needed to help them get treatment either in this program or another treatment program deemed appropriate. All inmates in the program are screened to ascertain any special needs and an individualized treatment plan is written for them. The treatment is reviewed every thirty days and updated as needed. The program outlined for them will include any special counseling in the areas of anger management, domestic abuse, parenting classes, life skills, and mental health counseling. They will also be screened and referred for educational and/or vocational training, transitional housing, aftercare, work release, and medical assistance. This helps increase the likelihood of success in recovery and decrease the criminal activity associated with substance abuse.

The emphasis on cognitive behavioral therapy and rational emotive therapy is the backbone of the program. The twelve-step approach, life skills, and art/music therapy provide a well-rounded approach to the treatment of addiction. An outline of the format is included as well as a schedule for the daily activities.

2. The Care Center for Mental Health has operated a similar program, funded by a Byrne Grant and matching funds from Monroe County, at the Detention Center for four years. They have the expertise, personnel, equipment, and procedures in place to continue this type of program. The only other potential providers are the Guidance Clinic of the Middle Keys and the Guidance Clinic of the Upper Keys, approximately fifty and seventy-five miles away, respectively. The funding of the program under the Byrne Grant was overseen and recommended by the Substance Abuse Policy Advisory Board, which reviewed program proposals and made funding recommendations to the Monroe County Board of County Commissioners. No other proposals for this type of program at the Detention Center were received by the Substance Abuse Policy Advisory Board in recent years. At the beginning of the first year of RSAT funding, February 2001, the Care Center was the only provider ready to "hit the ground running" with this program.

3. The contract period is from March 15, 2004 through March 14, 2005. We believe that several months would be required to find a suitable replacement contractor to provide this service, two or three months for that contractor to hire staff, and there is a good chance that none would be available.

4. The present staff and program coordinator have developed a program designed to treat each client based on their individual needs. As a result of Substance Abuse, most of the clients have lost their ability to function in society. This program addresses the clients' addiction to drugs and alcohol through the Relapse Prevention and Steps. It also addresses the psychological problems of behavior, personality problems, lack of

Residential Substance Abuse Treatment Program

Florida Department of Law Enforcement

socialization, and criminal attitude through the Moral Reconciliation Therapy, Anger Management, Parenting Classes, Domestic Abuse Information, and Rational Emotive Therapy.

Art and Music Therapy help alleviate stress and develop self-esteem. The Life Skills, Work Relapse, and Farm Detail offer the clients a chance to re-integrate and transition back into the mainstream of the community. The Aftercare helps the clients overcome problems as they occur, without returning to their usual coping means of using drugs and alcohol. This provider has a proven track record of reducing recidivism. The staff is already trained and in place, as is the program.

The Touchstones program will be added in this coming grant year, and is described in the application narrative.

5. All relevant points in support of this sole source award have been covered above.

6. Monroe County believes that the award of these grant and matching funds to The Care Center for Mental Health to provide this program is in the best interest of the subgrant recipient and the implementing agency.